

RECORDATION NO. **16849-E** FILED

JAN 21 '99

1:50PM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N W  
SUITE 200  
WASHINGTON, D C

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

January 13, 1999

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment Agreement, dated as of August 12, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to Lease Agreement which was previously filed with the Commission/Board under Recordation Number **16849**

The names and addresses of the parties to the enclosed document are

Company: Consolidated Rail Corporation  
2001 Market Street  
Philadelphia, PA 19101

Owner Participant Norwest Bank  
733 Marquette Avenue  
Minneapolis, MN 55479

Owner Trustee: First Union Trust Company  
One Rodney Square  
Wilmington, DE 19801

*Copy sent to K. Bertman*

Mr. Vernon A. Williams  
January 13, 1999  
Page 2

A description of the railroad equipment covered by the enclosed document is.

This transaction does not involve any new or additional  
railroad equipment.

Also enclosed is a check in the amount of \$26 00 payable to the order of the  
Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W Alvord

RWA/bg  
Enclosures

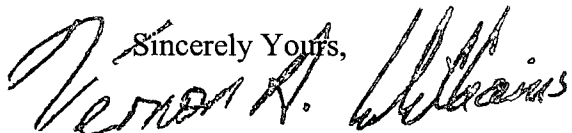
SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.  
11301 and CFR 1177.3 (c), on 1/21/99 at 1:50 PM, and  
assigned recordation numbers (s): ~~10849-B~~ <sup>16849-E</sup>, 17490-F, 19113-C, 20204-C and 21762-E.  
~~TMS~~

Sincerely Yours,  


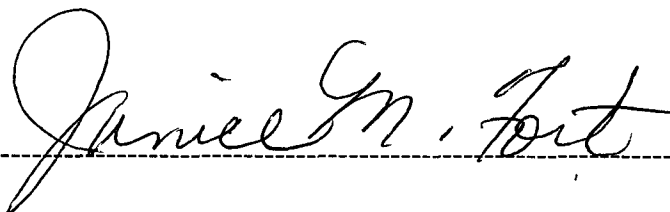
Vernon A. Williams

Enclosure(s) (5)

130.00

\$\_\_\_\_\_ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----



AMENDMENT AGREEMENT

RECORDATION NO.

16849-E  
TS

in respect of

JAN 21 '99

1-50PM

1990 Equipment Trust Certificates, Series A

AMENDMENT AGREEMENT (this "Amendment Agreement") dated as of August 12, 1998 among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Company"), NORWEST BANK, a national banking association (successor in interest to Sequa Capital Corporation) (the "Owner Participant"), and FIRST UNION TRUST COMPANY, a Delaware corporation (successor in interest to Meridian Trust Company), not in its individual capacity but solely as owner trustee under the trust agreement referred to below (the "Owner Trustee")

\*\*Minnesota, National Association

RECITALS

WHEREAS, the Company, the Owner Participant, the Owner Trustee and WILMINGTON TRUST COMPANY, a Delaware banking company, not in its individual capacity but solely as equipment trust trustee under the equipment trust agreement referred to below, have entered into Participation Agreement dated as of April 1, 1990 (the "Participation Agreement"), under which the 1990 Equipment Trust Certificates, Series A, of the Company (the "Certificates") were issued,

WHEREAS, the Owner Participant and the Owner Trustee have entered into Trust Agreement dated as of April 1, 1990 (the "Trust Agreement"),

WHEREAS, the Owner Trustee as lessor and the Company as lessee have entered into Lease Agreement dated as of April 1, 1990 (the "Lease Agreement"),

WHEREAS, the Owner Trustee and the Equipment Trust Trustee have entered into Equipment Trust Agreement dated as of April 1, 1990 (the "Equipment Trust Agreement"), and

WHEREAS, the Owner Trustee (at the direction and with the consent of the Owner Participant) and the Company wish to amend the Lease Agreement and the Participation Agreement

NOW, THEREFORE, in consideration of the agreements contained herein and for other consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

## ARTICLE I

### AMENDMENTS

SECTION 1 1 Section 7(b) of the Lease Agreement is hereby amended to read as follows

"(b) Operation The Items of Equipment will be used in the general operation of Lessee's or, if permitted under Section 7(c), any sublessee's freight rail business on Lessee's or any sublessee's railroad system, on railroad lines over which Lessee or any sublessee has trackage rights and on railroad lines of other railroads in the United States and Canada in the usual interchange of traffic or in through or run-through service "

SECTION 1 2 Section 7(c) of the Lease Agreement is hereby amended to read as follows

"(c) Possession Except as otherwise permitted by Section 7(b) or herein in this Section 7(c), Lessee will not, without the prior written consent of Lessor, sublease or otherwise in any manner deliver, transfer or relinquish possession of any Item of Equipment, provided that, so long as no Event of Default or Potential Default shall have occurred and be continuing, and so long as the action to be taken shall not deprive Lessor of its title to (or, so long as the Equipment Trust Agreement is in effect, shall not deprive the Equipment Trust Trustee of its legal title to and its perfected lien created under the Equipment Trust Agreement on) any Item of Equipment, Lessee may, without the prior written consent of Lessor, sublease any Item of Equipment to, or permit its use by, any user which is able to pay its debts as such debts mature and is incorporated or organized in the United States of America (or any State thereof or the District of Columbia), upon lines of railroad owned or operated by Lessee or such user or by a railroad company or companies incorporated or organized in the United States of America (or any State thereof or the District of Columbia), or over which Lessee, such user, or such railroad company or companies have trackage rights or rights for operation of their trains, and upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in through or run-through service, but only upon and subject and subordinate to all the terms and conditions of this Lease and only for a term which shall not extend beyond the Term of this Lease, provided, however, that Lessor's consent, not to be unreasonably withheld, must be obtained for any sublease (other than any sublease to an Affiliate) that is for a term longer than 12 months, and provided further that such sublease or permitted use shall by its terms prohibit the sublessee or user from locating an Item of Equipment outside the area comprised of the United States and Canada No such

assignment or sublease shall relieve Lessee of its obligations under any Operative Document, which shall be and remain those of a principal and not a surety "

## ARTICLE II

### MISCELLANEOUS

SECTION 2 1 Capitalized terms used herein without definition have the meanings specified therefor in Appendix A to the Lease Agreement

SECTION 2 2 Except as amended hereby, the Operative Documents are in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect, provided that no such term, provision or condition shall be read or interpreted so as to conflict with or prohibit the making of any conveyance, transfer, lease or sublease described in or contemplated by the transaction agreement dated as of June 10, 1997 among the Company, Conrail Inc , CSX Corporation, CSX Transportation, Inc , Norfolk Southern Corporation, Norfolk Southern Railway Company and CRR Holdings LLC, as the same may be amended, modified or supplemented from time to time

SECTION 2 3 If any provision of this Amendment Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby

SECTION 2 4 This Amendment Agreement shall be construed in accordance with and governed by the laws of the State of New York

SECTION 2 5 The Owner Participant hereby authorizes and directs the Owner Trustee to execute and deliver this Amendment Agreement pursuant to the terms of the Trust Agreement

SECTION 2 6 This Amendment Agreement shall not be effective against the Owner Trustee unless and until executed by the Owner Participant

SECTION 2 7 This Amendment Agreement may be executed in any number of counterparts, each of which shall be an original but such counterparts shall together constitute but one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written

CONSOLIDATED RAIL CORPORATION

By Thomas J. McFadden  
Name Thomas J. McFadden  
Title Treasurer

NORWEST BANK

By \_\_\_\_\_  
Name  
Title

FIRST UNION TRUST COMPANY,  
not in its individual capacity but solely  
as Owner Trustee

By \_\_\_\_\_  
Name  
Title

STATE OF Pennsylvania : )  
 )  
COUNTY OF Philadelphia : ) SS.:

On this, the 12th day of October, 1998, before me, a notary public, personally appeared Thomas J. McFadden, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasurer of Consolidated Rail Corporation, one of the parties described in and which executed the foregoing instrument, that said instrument was executed on October 12, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
12th day of October, 1998.

[Notarial Seal]

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

NOTARIAL SEAL  
Suzanne J. Rossomando, Notary Public  
City of Philadelphia, Phila County  
My Commission Expires June 28, 1999

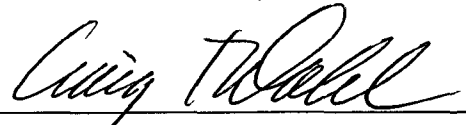


IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written

CONSOLIDATED RAIL CORPORATION

By \_\_\_\_\_  
Name.  
Title

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION

By  \_\_\_\_\_  
Name Craig R. Dahl  
Title Vice President

FIRST UNION TRUST COMPANY,  
not in its individual capacity but solely  
as Owner Trustee

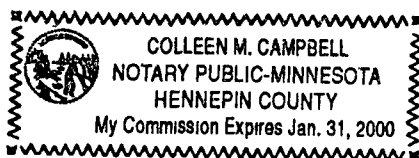
By \_\_\_\_\_  
Name  
Title

STATE OF Minnesota : )  
 ) SS.:  
COUNTY OF Hennepin : )

On this, the 18 day of August, 1998, before me, a notary public, personally appeared Craig R. Dahl, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President of Norwest Bank Minnesota, National Association, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 18, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
18 day of August, 1998.

[Notarial Seal]



Colleen M. Campbell  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written

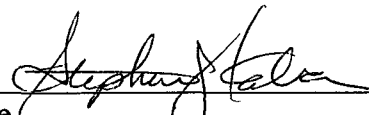
CONSOLIDATED RAIL CORPORATION

By \_\_\_\_\_  
Name  
Title

NORWEST BANK

By \_\_\_\_\_  
Name.  
Title

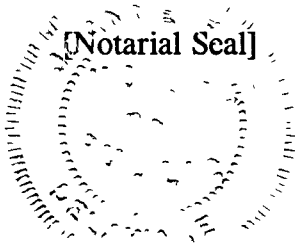
FIRST UNION TRUST COMPANY,  
not in its individual capacity but solely  
as Owner Trustee

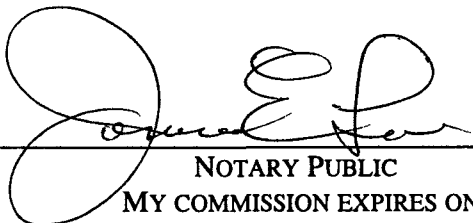
By  \_\_\_\_\_  
Name.  
Title  
**STEPHEN J. KABA**  
VICE PRESIDENT

STATE OF Delaware : )  
 )  
COUNTY OF New Castle : ) SS.:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me, a notary public, personally appeared STEPHEN J. KABA, to me known, who, being by me duly sworn, did depose and say that he/she is the VICE PRESIDENT of First Union Trust Company, National Association, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 6, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
6th day of August, 1998.



  
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

My Commission Expires May 14, 1999